

11-20-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101522476

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) Information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002179 FRAME: 0787

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2180388"/>	<input type="text" value="1525193"/>	<input type="text" value="1898447"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1934624"/>	<input type="text" value="1951111"/>	<input type="text" value="1898444"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1971102"/>	<input type="text" value="1948912"/>	<input type="text" value="1871190"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$


Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

David C. Raphael, Jr.  11-01-00
Name of Person Signing Signature Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

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Other

Citizenship State of Incorporation/Organization

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Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s)

Registration Number(s)

1854831

1424489

1462442

1321662

1241794

1243341

1147124

1169771

1157943

1092042

1096431

1083133

941443

954287

874103

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603196

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1126959

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 31st day of December, 1999 (the "Effective Date") by and between South Central Pool Supply, Inc., a Delaware corporation, ("Assignor"), and SCP Property Co., a Delaware corporation ("Assignee").

WHEREAS, Assignor has adopted and is using or intends to use the trademarks and the United States trademark registrations identified and set forth on Schedule A, including variations thereof (the "Marks"), and the goodwill of the business associated therewith; and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign all of its right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, including all foreign rights corresponding thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby assign, transfer and set over to Assignee its entire right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor in the United States and in all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason



of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor requests the Commissioner of Patents and Trademarks of the United States or, in the case of the several states in the United States or countries outside the United States, the analogous individual or agency responsible for trademarks, service marks, trade/assumed names, to record Assignee as owner of the Marks, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (b) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (c) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) in the implementation or perfection of this Assignment.

* * * * *



IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 31st day of December, 1999.

SOUTH CENTRAL POOL SUPPLY, INC.

SCP PROPERTY CO.

By: Craig K. Hubbard

By: Craig K. Hubbard

Name: Craig K. Hubbard

Name: Craig K. Hubbard

Title: CEO, Secretary, Treasurer

Title: Vice President

STATE OF LOUISIANA)
) SS.
PARISH OF St. Tammany)

On this 31st day of December, 1999, there appeared before me Craig K. Hubbard, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of South Central Pool Supply, Inc.

[Signature]
Notary Public

Steven Cassandra
Notary Public, St. Tammany Parish, LA

STATE OF LOUISIANA)
) SS.
PARISH OF St. Tammany)

On this 31st day of December, 1999, there appeared before me Craig K. Hubbard, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of SCP Property Co.

[Signature]
Notary Public

Steven Cassandra
Notary Public, St. Tammany Parish, LA

TMAS_OC.001

SCHEDULE A

TRADEMARK NAME	REGISTRATION NUMBER	REGISTRATION DATE
Everything But The Water	2,180,388	8/11/98
Clear Choice	1,934,624	11/14/95
Pro Pure	1,971,102	04/30/96
Propure	1,525,193	02/21/89
Tidewater	1,951,111	1/23/96
Sunscape	1,948,912	1/16/96
Your Local Pool And Spa Distributor - Nationwide	1,898,447	6/6/95
Your Local Pool & Spa Distributor - Nationwide	1,898,444	6/6/95
Summerbrook Spas	1,871,190	1/3/95
BLN and Design	1,854,831	9/20/94
Silver Screen Stumpers and Design	1,854,821	9/20/94
Re-Fresh The Choice of Professionals and Design	1,424,489	1/13/87
E-Z Care and Design	1,462,442	10/27/87
Algit-Kleer (Block Letters)	1,321,662	2/26/85
Heldor	1,241,794	6/14/83
Zap-Out!	1,243,341	6/28/83
Ray and Design	1,147,124	2/17/81
Blue Chlor and Design	1,169,771	9/22/81
Blue-Chlor (Stylized Letters)	1,157,943	6/23/81
Shock-It	1,092,042	5/30/78
E-Z Clor	1,096,431	7/18/78
E-Z Clor Wave Design	1,083,133	1/24/78
E-Z Clor	941,443	8/22/72
Bicknell	954,287	3/6/73
E-Z Clor Pac	874,103	8/5/69
Rapid Rate	805,377	3/8/66
Seablue	657,039	1/14/58
Seablue	656,709	1/7/58
Seablue	657,137	1/14/58
Seablue	656,817	1/7/58
Seablue	661,917	5/20/58
Seablue	661,825	5/20/58
Seablue	669,255	11/4/58
Seablue	654,959	11/26/57
Seablue	653,040	11/15/57
Seablue	654,384	11/12/57
Seablue	653,643	10/29/57
Seablue (Stylized Letters)	603,196	3/15/55
Integra Plus		10/16/96
Weatherking Everything but the Water and Design	1,586,786	3/13/90
Weatherking and Design	872,420	7/8/69
Supra	1,732,267	11/17/92
Regal	1,671,514	1/14/92
B-Rite	1,547,835	7/18/89
Pure 'N' Simple for Spas & Hot Tubs and Design	1,530,423	3/21/89



Clear-Out (Stylized Letters)	1,477,264	2/23/88
Integra Water Analysis System and Design	1,717,562	9/22/92
Renaissance	1,444,147	6/23/87
Thrifty Mint	1,096,437	7/18/78
Pools By Heldor Uncommon Quality and Design	1,098,554	8/8/78
Pools By Heldor Uncommon Quality and Design	1,067,700	6/14/77
Spartan Pools	1,078,929	12/6/77
Major (Stylized Letters)	1,065,801	5/17/77
Major	1,065,299	5/10/77
SpartaFlow	1,004,251	2/11/75
Pools By Heldor and Design	1,034,639	3/2/76
E-Z Clor Testrips	996,242	10/22/74
Super-90 (Stylized Letters)	987,172	7/2/74
Spartan Pool and Design	969,015	9/25/73
Heritage Pools	925,361	12/14/71
Cool Covers	n/a	n/a
Clor Save	1,702,698	7/28/92
The New Wave of Convenience!	1,126,959	11/27/79
Super 90	n/a	3/24/95 (file date)
Clor King and Design	1,129,160	1/15/80
Clor King and Design	1,141,451	11/18/80
BBP (Business Builder Program)	n/a	n/a
Dreamline	n/a	n/a
Prestige Pools	n/a	n/a
Regatta Pools	n/a	n/a
Signature Pools	n/a	n/a
BLN	1,937,933	11/28/95